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Title: **Binghamton City School District and Binghamton Central School District Non-Teaching Employees Unit #6157-00, CSEA, Local 1000, AFSCME, AFL-CIO, Broome County Educational Local 866 (2004)**

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Union: **Binghamton Central School District Non-Teaching Employees Unit #6157-00, CSEA, AFSCME, AFL-CIO**

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AGREEMENT

by and between the

**BINGHAMTON CITY
SCHOOL DISTRICT**

and

**CSEA, Local 1000 AFSCME,
AFL-CIO**

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 06 2004

ADMINISTRATION



**Binghamton CSD Non-Teaching Employees Unit #6157-00
Broome County Educational Local 866**

July 1, 2004 - June 30, 2009



195



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THIS AGREEMENT made the 1st day of July 2004, by and between **THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, NON-TEACHING EMPLOYEES BY THE BINGHAMTON CITY SCHOOL DISTRICT UNIT 615700, BROOME EDUCATIONAL LOCAL 866** herein referred to as the "Association" and **THE CITY SCHOOL DISTRICT OF THE CITY OF BINGHAMTON, NEW YORK**, herein referred to as the "School District."

WHEREAS, the members of the Association are non-teaching employees of the School District,
AND

WHEREAS, the Board of Education of the School District on the 25th day of February, 1970, adopted a resolution entitled:

A RESOLUTION DEFINING THE NON-TEACHING EMPLOYEES OF THE BINGHAMTON CITY SCHOOL DISTRICT AS AN APPROPRIATE EMPLOYER-EMPLOYEE NEGOTIATING UNIT, AND RECOGNIZING THE BINGHAMTON CITY SCHOOL DISTRICT UNIT OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. FOR THE PURPOSE OF NEGOTIATING COLLECTIVELY IN THE DETERMINATION OF, AND ADMINISTRATION OF, GRIEVANCES ARISING UNDER THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE NON-TEACHING EMPLOYEES OF THE BINGHAMTON CITY SCHOOL DISTRICT

AND,

WHEREAS, the Board of Education of the School District on the 21st day of May, 1996, amended the above resolution:

A RESOLUTION DEFINING THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC. AS AN APPROPRIATE EMPLOYER-EMPLOYEE NEGOTIATING UNIT, AND RECOGNIZING THE CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC. BY THE BINGHAMTON CITY SCHOOL DISTRICT UNIT FOR THE PURPOSE OF NEGOTIATING COLLECTIVELY IN THE DETERMINATION OF, AND ADMINISTRATION OF, GRIEVANCES ARISING UNDER THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE NON-TEACHING EMPLOYEES OF THE BINGHAMTON CITY SCHOOL DISTRICT

AND,

WHEREAS, both parties desire to enter into this agreement pursuant to Article 14 of the Civil Service Law,

NOW THEREFORE, the Association and the School District mutually agree as follows:

ARTICLE 1 - Preamble

The School District and the Association declare it to be their mutual policy that in order to promote harmonious labor relations between the School District and its employees, the principle of collective negotiating be pursued in accordance with the New York State Public Employees' Fair Employment Act. No article, section or provision of this agreement shall be construed, or deemed to be in violation of or in conflict with, any applicable provision of the New York State Constitution, the Civil Service Law, the Labor Law, the General Municipal Law, the Local Finance Law, the regulations of the New York State Commissioner of Education, or any other New York State statute or regulation, or any local law, ordinance or resolution of The City of Binghamton or the County of Broome. Both parties to this agreement furthermore affirm that

public employment is to be regarded as a career, and that as such, the terms, conditions shall be of the calibre to attract and maintain in employment with the School District the best personnel available. Both parties further affirm that each non-teaching School District employee, in whatever capacity he/she serves the School District, shall at all times be a dedicated, courteous and efficient representative of public employment, who fully realizes that he/she is under the constant scrutiny of the public at large and he/she is performing an essential public service. Recognizing the legal and moral principles contained in Federal and State legislation, the parties hereto will not discriminate with regard to employment by the School District, or with regard to the terms or conditions of membership in the Association because of sex, race, color, creed or national origin.

ARTICLE 2 - Duration of Recognition: Deduction: Reprisals

Section 1:

In accordance with Section 208 of the Civil Service Law, the Association shall have unchallenged representation status for the period permitted by law on the date of execution of this agreement. There is appended to this agreement the resolution of the Board of Education of the Binghamton City School District hereinbefore referred to date February 25, 1970.

Section 2:

The School District through the Business Office of the School District shall deduct from the wages of school non-teaching employees and remit to the Civil Service Employees' Association, Inc., 447 Washington Avenue, Albany, New York 12210, regular membership dues for each of the non-teaching employees who have signed dues-deduction-authorization cards authorizing such deductions. A copy of the check, together with a list of the names constituting each remittance shall be furnished to the President of the Association. Deductions and remittances shall also be made for duly authorized Civil Service Employee Association group health and accident and/or group life insurance premiums and any other insurance program offered by CSEA. No solicitation of insurance by representatives of any insurance company or member of the Association will be permitted on School District premises during working hours.

The District agrees to deduct from the wages of all employees in the negotiating unit hired after February 1, 1983, who are not members of the Association, an agency fee in the amount equivalent to the unified dues of the association and to promptly transmit the sums so deducted to the Association. These deductions will be made consistent with existing law. The District and the Association agree to furnish each other any information needed by either of them to fulfill the provisions of this section.

Section 3:

Upon the receipt of written authorization, the District shall provide direct payroll deposit to the BCT Federal Credit Union or to a single financial institution affiliated with ACH (Automated Clearing House).

Section 4:

The District will make provisions for salary reduction provided the School District shall not be required to transmit payments for more than ten carriers, so that each employee, upon written authorization to the School District therefor, may participate in the tax sheltered annuity program.

Section 5:

The School District will not engage in any act of reprisal against any non-teaching School District employee for exercising rights guaranteed by Section 202 of the Civil Service Law.

ARTICLE 3 - Strikes

The Association hereby affirms that it will not assert the right to strike against the School District or to assist or participate in any strike against any government or public employee (as defined in Section 201, subdivision 7 of the Civil Service Law), or to impose any obligation to conduct, assist or participate in such a strike.

ARTICLE 4 - Reciprocal Rights

Section 1:

The Association recognizes that among other things, the management of the School District, the assignment and supervision of its employees, the determination of the number of employees it will employ, the right to hire, suspend, discharge, discipline, promote, demote, transfer and to abolish positions are rights vested in the School District.

Section 2:

The School District recognizes the right of the School District non-teaching employees to be represented by the Association, or its duly designated representative to negotiate collectively with the School District in the determination of their terms and the conditions of employment and their administration of grievances arising thereunder.

Section 3:

In order to promote harmonious and cooperative relations between a supervisor of any department in the School District and/or Department Head and his/her employees, the School District recognizes the right of non-teaching employees represented by the Association to request monthly meetings with any Department Head provided, however, that at least three (3) days' written notice is forwarded to him/her. In the event of an emergency, this provision will be waived, at the discretion of the Department Head.

Section 4:

The Association shall have the right to post notices and other communications on bulletin boards maintained on all School District buildings subject to approval of the contents of such notices and communications by the Department Heads, and the President of the Association may place communications for the Association in school boxes for delivery, subject to prior approval by the Superintendent of Schools.

Section 5:

The president or another CSEA official designated by the President and one delegate shall be given four (4) days off a year with pay to attend meetings or conventions of the Civil Service Employees Association. In addition thereto, each is allotted a maximum of four (4) additional days off with pay in the event of special meetings. Notice of intention to attend meetings shall be presented in advance for approval by the Board of Education. Advance notice of intention to attend meetings or conventions will include a description of the purpose of meetings or conventions.

Section 6:

No later than sixty (60) days after the signing of this contract, the School District shall furnish the President of the Association a roster showing the names, addresses, employment date, job title, salary and where each employee is employed. The School District shall also forward to the

President of the Association, a copy of the minutes of each meeting of the Board of Education as soon as the same are available for distribution.

Section 7:

The District will, upon receipt of notice from the Binghamton Civil Service Commission of a competitive examination, make reasonable effort to circulate the notice of examination to its various buildings and in cases where the examination is being scheduled in order to fill a specific District position, such fact shall be noted by attachment to the Civil Service Commission notice.

Section 8:

Seniority will be considered as a factor in determining lateral transfers within a classification. The District will attempt to give seven (7) calendar days' notice of any involuntary transfer. The seven days' notice shall not apply in the event of emergency, however, in the event of such emergency, the District will attempt to transfer an employee who will be least affected by such transfer.

Section 9:

The District acknowledges Section 80 of the Civil Service Law of the State of New York, and covenants it will comply with such obligations imposed upon it, if any, perforce of said statute. This contract subsection is not intended to confer any substantive or procedural rights upon any employee nor to impose any obligation upon the District not imposed by said statute. In the event of layoff of non-competitive employees, employees will be laid off in order of inverse seniority. Seniority is defined as consecutive years of service in the same title. If an employee held a previous non-competitive title and is senior to employees in the previous title, the affected employee can bump down.

ARTICLE 5 - Exclusivity

Section 1:

The Association shall have exclusive representation rights for all School District non-teaching employees included in the negotiating unit defined by the resolution referred to in the recital portion of this agreement.

ARTICLE 6 - Salary and Wage Plan Installment Rules

Section 1:

In the event the School District employs a person on a part-time basis, a determination shall be made by the School District as to the percentage of the full work week that the employee is required to work in his/her position. The employee shall then receive a proportionate share of the annual rate as his/her salary for the part-time position.

Section 2:

A new appointee shall be paid the minimum rate of pay for the position in which he/she is appointed unless the Department Head shall certify to the Board of Education that it is impractical to recruit at a minimum of the salary grade for such a position. In the event a new employee is recruited above the minimum salary, then employees in the same classification who are receiving less salary shall receive an increase so that their salary shall be the same as the newly recruited employee.

Section 3:

In the event an employee is promoted, the employee's salary shall be raised to the base salary of the position to which promoted or to a salary which is 5% greater than his/her prepromotion salary, whichever is greater. If the promotional salary to be received is less than the maximum salary for the title, the employee shall be considered as being on the increment step closest to the promotional salary being received and for ensuing year shall be considered as "in-step" and entitled to receive future increases negotiated for "in-step" people until such time as the employee by passage of time has reached the maximum step for the title. If an employee either voluntarily or involuntarily is demoted, his or her salary shall be adjusted by either placing the person at the base salary for the demotion position or making a five percent (5%) decrease in salary, whichever has the least monetary effect on the person.

Section 4:

When an employee's position is reallocated to a lower salary grade, the employee shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in event of general service-wide reduction), but shall not be eligible for salary increase except that if his/her present rate of pay is below the maximum of the lower grade, he/she shall be eligible to receive increments in the lower grade until the maximum of that grade is reached.

Section 5:

Except as herein provided for building checks on weekends and holidays, the work week for the custodial employees will be 40 hours (8 hours a day, Monday through Friday) as provided by applicable Federal and State laws, with not more than one additional hour for lunch period daily.

Section 6:

All custodial and maintenance employees shall be paid at the rate of time and one-half after eight (8) hours in any work day. In the event of an emergency call-in by one designated by the District to issue such a call, a minimum of two (2) hours show-up time will be paid at the rate of time and one-half for Saturday or other non-workdays and double time for Sunday and holidays. In the event of a cancelled social function, a minimum of one hour show-up time will be paid at the aforesaid rates.

Section 7:

Head Custodian or other trained custodial personnel will be responsible to check his/her own building. A minimum of one hour will be paid for building check. The scope of responsibilities in making such checks shall be determined by the District. It is understood that only one person, the Head Custodian or his/her designee will make the building checks.

For those assigned to building checks on the weekends and holidays (52 weekends), they shall receive compensation at the rate of time and one-half of their computed regular hourly rate. In the event the Head Custodian will be unable to make the necessary building check, the following will be asked to make the building check in the order as listed:

- a. Senior Custodian of the building, if any.
- b. Other designated trained custodial personnel of the building.
- c. In the event none are available, the Director of Facilities shall select an appropriate trained personnel to carry out the building check.

A training program is to be initiated in order to train additional custodial personnel to make weekend building checks. It is the intention of the District to train custodial personnel which will then permit assignment of such trained custodial personnel, in addition to Head Custodian, to

make weekend building checks and will further permit such properly trained custodial personnel otherwise on duty on weekends to make building checks while otherwise on duty.

Section 8:

The workweek for clerical employees will be 37 1/2 hours per week (7 1/2 hours a day, Monday through Friday) with 1 additional hour for lunch daily. However, overtime compensation shall only be paid when a clerical employee has worked more than 40 hours in the same week. When a clerical employee is required to work more than 37 1/2 hours per week, but less than 40 hours in the same week the employee shall be paid at his or her regular or straight time rate. During school recess and during the months of July and August, the work week will be 35 hours per week (7 hours a day, Monday through Friday, commencing at 8:00 a.m. to 4:00 p.m.), with 1 hour for lunch daily. The clerical employees required to work during the school recess or July and August in excess of the regular 7 hours a day for such period but not in excess of the 40 hour work week, so as to be entitled to overtime as hereafter provided, shall be paid for such work as straight time at the computed hourly rate. The clerical employees shall be paid at the rate of time and one-half for any authorized overtime work performed on Saturday or other non-work days, double time of authorized overtime work performed on Sunday and holidays. If clerical employees are required to work when school is closed due to emergency, an extra day's compensation shall be paid for such work. A school closing due to a shortage of fuel or non-availability of electricity or other utility or when such closing is mandated by a governmental body shall not be deemed as "due to emergency" as such term is used in the foregoing.

Section 9:

Ten-month clerical employees shall be compensated at their regular wage scale and receive benefits if they work during July and August.

Section 10:

The President of the Civil Service Employees Association will be notified of all promotional openings in competitive positions in the City School District at least 10 days prior to closing date for acceptance of applications, so that all who qualify for the positions which are open are given an opportunity to apply. Any known summer work available for non-teaching employees during July and August shall be posted in all school and administrative buildings by June 1st of each year.

Section 11:

It is understood and agreed that the pay period system of the District shall be that each 12 month employee, during the course of a fiscal year will receive their annual salary divided equally over 26 pay periods. Overtime will henceforth be paid with each biweekly check.

Section 12:

As soon as practical after the commencement of a new District fiscal year and in any event within two months from such commencement, each employee shall receive a statement of the new salary for that year and the number of accumulated sick days.

Section 13:

Ten-month employees shall be given the option of receiving their salary in either twenty-two or twenty-six payroll checks. The employee shall, by written exercise of said option, notify the District of the choice on or before May 1st, of each year which election, shall be for the ensuing year and shall not be subject to change.

Section 14:

Section 242 of the Military Law of the State of New York sets forth provisions for payment of 30 days' pay for public employees while engaged in certain military duties as defined by the statute. This contract subsection appears herein for informational purposes only.

Section 15:

When it is deemed in the sole discretion of management that it is necessary to assign overtime for extra duties and for snow removal on occasions of "snow day", the parties agree as follows:

- A. That the parties will develop a list of all employees in the maintenance, custodial and related areas in order of seniority, most senior first, of those employees who work in the titles designated for snow and ice removal. The list shall be compiled for each school building.
- B. The Supervisor of Buildings & Grounds or his/her designee will determine, in his/her sole discretion, the number of employees needed for snow and ice removal on any given occasion.
- C. After the number of employees is determined, the Supervisor of Buildings & Grounds, or his/her designee, will contact those eligible, in order of seniority to request that those persons voluntarily perform the duties connected with snow removal. In the event that the number of employees needed for snow, ice removal or similar work, is met from the voluntary list, further steps in the process need not be taken.
- D. If an insufficient number of volunteers are available, employees will be mandated to work the snow, ice removal or similar work and related duties, from the same lists, in inverse order of seniority, least senior first. Those persons shall be contacted by the Superintendent of Buildings & Grounds or his/her designee.
- E. The list will rotate to ensure fair distribution of voluntary and mandatory duty. Those who are mandated to work shall have their name removed to the end of the list and will not be mandated to work again until the list has been exhausted.
- F. The list will be made available to those on it for review.
- G. The eligible employees who work on a day designated as a "snow day" will be compensated at the regular day's pay, plus 1 additional hour's pay for every hour worked.
- H. Employees who work outside their regularly scheduled hours of work will be paid time and 1/2. It is expressly understood and agreed that this same procedure shall be applicable to the assignment of overtime for other extra duties, not including snow and ice removal. That the same practice or procedure shall be followed in regard to the assignment of other items of overtime.
- I. The parties hereto agree that any employee, who shall refuse, without good and sufficient cause, any assignment mandated hereunder, shall be subject to discipline, in accordance with the statutorily mandated discipline procedure.
- J. That this agreement shall settle and resolve any outstanding grievances filed with regard to the assignment of overtime during periods of "snow days" and/or other times.

Section 16:

Wherever overtime work might be needed, those people in the same job title should be asked first, i.e., if Building Maintenance work has to be done, then those people in that title should be approached first on the basis of seniority for overtime. If any of those people in that title don't want to put in overtime work, it will be distributed subject to approval of the Supervisor of Buildings and Grounds as equitably as practicable, and a seniority list will be established in order to call employees for overtime in rotation. In the event an "in title" person has turned down overtime, every person "out of title" should be contacted, on the basis of seniority, for acceptance of overtime. The method of equitability will be a rotation process on the basis of seniority. Building and Maintenance Department seniority lists shall be established as follows:

1. Those that will work out of title.
2. Those who don't want to work out of title.
3. Those who will work snow removal.

Section 17:

The positions of School Vehicle Operator, Stores Clerk and Assistant Stores Helper shall be modified so that those employees shall have a regular work schedule of eight (8) hours per day, forty (40) hours per week, and twelve (12) months per year. They shall not receive a floating paid vacation day nor have reduced hours for summer and vacation periods, as clerical workers do. Work on emergency closing days or times will be treated under custodial/maintenance practices. These employees mentioned herein shall no longer be considered part of the clerical group of employees. They shall be treated for all purposes under the Collective Bargaining Agreement as though they are a custodial or maintenance group employee.

ARTICLE 7 - Vacations, Personal Business Leaves and Holidays

Section 1:

After an employee has served one (1) year continuously prior to July 1st, he/she shall receive two (2) weeks vacation with full pay in each school year. An employee who has served less than one (1) year continuously prior to July 1st will receive a vacation for services, prorated as follows: three (3) months, 2 1/2 days; six (6) months, five (5) days, nine (9) months, 7 1/2 days. After seven (7) years' service, he/she shall receive three (3) weeks vacation with full pay in each school year. Upon the completion of fifteen (15) years of service, an employee shall be entitled to take a fourth week vacation during the school year with no substitute employed during the period. Upon completion of twenty (20) years of service, an employee shall receive an additional day of vacation every year not to exceed five (5) weeks. This shall be prorated for ten-month employees. Upon retirement after July 1 of each year of this contract, an employee shall be paid vacation time prorated quarterly based on full quarters actively employed as follows: Less than 1 quarter, Zero; 1 quarter to 2 quarters, 1/4; 2 quarters to 3 quarters, 1/2; 3 quarters to 4 quarters 3/4. All vacations shall be scheduled by Department Head, and the needs of the District and desires of employees shall be considered in such scheduling.

Section 2a:

Each employee shall be allowed four (4) days per year for personal business (which days are to be credited according to the past practices of the District, i.e., four (4) days credited when employed and thereafter, at the commencement of each fiscal year), which days shall at the end of the fiscal year if not used be converted to sick leave days, but they shall not be accumulative as personal business days and use of a day for personal business shall be subject to approval of the

Superintendent of Schools or his/her designee when they are to be taken for other than the following reasons:

1. Illness in immediate* family
2. Death in immediate* family-up to 3 days
3. Funerals-1 day each
4. Family or close relatives' wedding-1 day each
5. College graduation of member of family-1 day each
6. Bank Business (such as settling of mortgages or loans)-1 day
7. Court attendance where personally involved
8. Use of these four days to extend sick leave when leave has been used up due to personal illness
9. Employee moving-1 day
10. Doctor appointments

The District will allow 1/4 day or 1/2 day for extremely personal business for each employee once per contract year, without reason until such time as the unit usage exceeds the previous year's usage by 15%. If unit usage exceeds 15%, then the District would require reasons for all personal business through the remainder of the contract. "Extremely" personal business leave request must have the words "extremely personal business" written on the application for usage. No other statement of reasons shall be required. A person shall apply for the use of extremely personal business at least two working days in advance whenever possible. "Extremely personal business" will be granted by the Superintendent provided that no more than 5% of the staff shall be granted such leave on the same date.

1. "Extremely personal business" may not be used the day before or the day after a holiday or vacation.
2. Under unusual or emergency conditions, the Superintendent may waive the advance request form.

*Immediate family is defined to include: spouse, children, parents, Step-parents or step-children, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunts and uncles, nieces, nephews, grandchildren, son-in-law, daughter-in-law and a person who regularly resides in the employee's home and occupies a close personal relationship to the employee.

Section 2b:

The District has had a policy of early closings. On a day of an "early closing", the District closes its normal operations one-half hour early. The early closings occur only prior to a regularly scheduled holiday and only at the direction of the Superintendent of Schools. Early closings shall occur on the following days: the day before Columbus Day; the day before Veteran's Day; the Tuesday and Wednesday before Thanksgiving recess; the day before the Christmas vacation; the day before Martin Luther King day; the day before Presidents' Day; the day before Easter vacation; the day before Memorial Day and the last day of the second term. There shall be no other early closings.

Section 2c:

Each employee shall be allowed two bereavement days for death in immediate family as immediate family is above defined.

Section 2d:

If an employee is called for jury duty, then the employee will be paid his/her normal rate of pay for such time spent on jury duty. If the employee receives a jury allowance, he or she will turn the jury allowance over to the District.

Section 3:

All employees shall have the following paid holidays: One day before New Year's, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, one day before Christmas and Christmas Day. A paid holiday falling on Saturday or Sunday will be either paid on the previous Friday or subsequent Monday may be given as a paid holiday as determined by the Superintendent.

Section 4:

At the discretion of the Superintendent of Schools, when a holiday falls upon a Thursday, the following Friday shall be given off with pay in order to make a long weekend. The granting of the aforesaid discretionary day off will not relieve the employees designated to make building checks from performing said duties on said discretionary day off without additional compensation.

Section 5:

In the event that an employee is absent from work on the day before a holiday, he/she shall not be penalized holiday pay for the reason that he/she was absent on the day prior to the holiday, as long as the absence is for reasons allowed under the agreement.

Section 6:

An employee on an unpaid leave of absence shall give 30 days notice of his or her intention to resign or return to work.

Section 7:

"Attendance Incentive" The parties agree that there shall be an attendance incentive for those persons who maintain a high rate of attendance each year. The parties agree that this attendance incentive shall only be applicable during the term of this Collective Bargaining Agreement. That this attendance incentive shall by operation of its own terms, expire upon the expiration of this Collective Bargaining Agreement, i.e., June 30, 2009.

- A. *Twelve (12) Month Employees:* That the attendance incentive shall be \$500 to be paid to any employee covered by this Collective Bargaining Agreement who have perfect attendance between the period from July 1 through June 30. During the same period, there shall be an attendance incentive in the amount of \$400 paid to any employee covered by the Collective Bargaining Agreement who, during the same one year period, uses only one (1) day of personal illness, personal business, family illness, or Workers' Compensation. There shall be also an attendance incentive in the amount of \$200 paid to any individual using only two (2) days of personal illness, personal business, family illness, or Workers' compensation during that time period.
- B. *Ten (10) Month Employees:* That the attendance incentive shall be \$400 to be paid to employees covered by this Collective Bargaining Agreement who have perfect between the period from September 1 through June 30. During the same period, Bargaining Agreement who, during the same one year period \$300 paid to any employee covered by the Collective Bargaining Agreement who, during the same one year period, uses only one (1)

day of personal illness, personal business, family illness, or Workers' Compensation. There shall be also an attendance incentive in the amount of \$100 paid to any individual using only two (2) days of personal illness, personal business, family illness, or Workers' Compensation during that time period.

The following conditions shall govern and apply to the payment by the District of this attendance incentive:

1. The employee must work the entire school year. Employees working less than a full year shall not be eligible for any attendance incentive.
2. The parties agree that the employee shall not be permitted to utilize intermittent vacation days which are not approved in advance to cover for days that would otherwise constitute an absence due to personal illness, personal business, family illness, family death or Workers' Compensation.
3. It is also agreed that the utilization of time off for union business, school business, jury duty, military leave, or vacation leave will not constitute lost time which would count against the employee's entitlement to the incentive.
4. Time off which does count against an employee's absence under this provision will be time off for personal illness, personal business, family illness, family death, Workers' Compensation, or any other paid or unpaid time off from the Binghamton City School District.
5. It is also agreed that the terms and provisions of this agreement regarding the attendance incentive shall not be subject to the grievance/arbitration procedure of the Collective Bargaining Agreement. Any dispute arising under this provision will be resolved by the parties, without recourse, to the grievance arbitration procedures. It is further understood that the School District's determinations of eligibility for this benefit shall be final and binding.
6. The attendance incentive shall be paid in December following the complete school year in which an eligible employee earns the benefit. In other words, if an employee earns the benefit during the period from July 1 through June 30, the attendance incentive payment shall be made during a pay period preceding the holiday vacation in December of the next year. Payments shall be made pursuant to a payroll check if required by law to do so.
7. The District and the Union agree that they shall each work to ensure increased and/or better attendance by the employees in this unit. The Union agrees and acknowledges that it shall undertake its best efforts to encourage employees to avoid absenteeism and to strive for better attendance.

ARTICLE 8 - Sickness & Injuries (Sick Leave, etc)

Section 1:

An employee shall receive one (1) day a month sick leave and it shall be permissible to accumulate his/her sick leave days and no limit be imposed. After an employee has completed two consecutive full fiscal years with the District, or being a ten-month employee, has completed two full consecutive ten-month periods within two fiscal years, such leave for the next ensuing fiscal or ten-month period will be credited at the beginning of such period.

Section 2:

In the event that an employee has no personal business days left, the Superintendent of Schools, upon prior approval, or upon written request from the employee, may grant permission to use

accumulated sick leave for death or illness in the immediate family (as defined in Article 7, Section 2a).

Section 3:

CSEA members may participate in a Sick Leave Bank provided they contribute sick days to the sick bank prior to 9/15 of each year and mid-year hires within two months of hire date. A CSEA member may draw from the Sick Leave Bank provided:

1. He/she has exhausted his/her own sick days and personal days. A sick leave applicant who has exhausted all their sick and personal days may request from the Superintendent of Schools additional leave to conduct personal business that may come up prior to the end of the school year. Such requests shall not be unreasonably denied.
2. He/she has furnished a physician's statement in writing demonstrating the need for additional sick leave and,
3. The Sick Leave Bank Screening Committee approves the application.

Any CSEA employee participating in the Sick Leave Bank will be limited to withdrawing from the bank up to a total of sixty (60) days in succession. When an illness extends beyond sixty days, the employee may reapply to the Screening Committee for further coverage.

The Sick Leave Bank Screening Committee shall consist of three District appointees and two CSEA appointees. Decisions of said committee shall not be subject to the grievance procedure.

The District shall contribute one hundred (100) days to the bank for the 2004-2005 school year and will replenish all or part of these days whenever the bargaining unit members' contributed days have been exhausted.

The bargaining unit shall not be allowed to annually contribute more days than a number derived by multiplying the number of bargaining unit members by two.

In the event of emergencies which require additional sick days beyond those granted in this contract, the Board may, upon application of the employee, grant sick leave extension at full pay. (See Section 4)

Donation of a day to Sick Bank does not exclude member from receiving Perfect Attendance.

Section 4:

In the event of emergencies or extended illness which requires additional sick days beyond those granted in this contract, the Board of Education may, upon written application of the non-teaching employee, grant a sick leave extension, not to exceed 80 working days at full pay. This privilege is specifically restricted and limited to Civil Service Employees who completed three or more consecutive years of service in City School District. For the purposes of the foregoing paragraph, a year's service is an employee's normal work year, so that a ten-month employee completes a year of service in ten months and a twelve-month employee, in twelve months. An unpaid leave of absence is not to be construed as a break in service, but the period of the leave is not credited towards the three year qualification period. A voluntary termination is a break in service and upon

rehiring; an employee must requalify with three years of consecutive service. A layoff is not a break in service provided the employee is rehired within a year, although no credit for the time furloughed will be given. A disciplinary discharge resulting in termination breaks service, but a suspension is not a break in service, although the period of suspension is not credited.

Section 5:

In case a non-teaching person is quarantined in his/her place of residence because of illness or contagious disease caused by contact with a student or teacher in the school, accumulative sick leave shall not be charged and salary deductions shall not be made for the duration of the quarantine or such other period as the School Doctor shall certify as requisite or prudent.

Section 6:

Whenever a non-teaching employee is absent from his/her employment and unable to perform his/her duties as a result of personal injury caused by an accident or an assault occurring in the course of his/her employment and received Worker's Compensation payments for such absences, he/she will be paid his/her full salary up to, if necessary, a six-month period (less the amount of any Worker's Compensation payments made in lieu of salary due to said injury). The School District shall be reimbursed from the non-teaching employee's Worker's Compensation award. A non-teaching employee will not be required to use his/her sick leave for this purpose. However, the School District shall charge to the employee's sick leave any such time taken for which he/she elects to receive his/her regular salary, rather than receive Worker's Compensation benefits.

Section 7:

The School District will reimburse employees for loss or damage to personal property such as eye glasses, dentures, hearing aids, while the employee is acting in the discharge of his/her duties within the scope of his/her employment. Terms and conditions of payment will be subject to approval of the Superintendent of Schools or his/her designee.

ARTICLE 9 - Pension & Health Insurance

Section 1:

An employee whose membership in the New York State Retirement System is not mandatory, but who is eligible for membership in said retirement system, may become a member in accordance with applicable provisions of the State Retirement and Social Security Law.

Section 2:

Effective January 1, 1972, the retirement plan in effect in the Binghamton School District for non-teaching employees shall be the non-contributory "20 Year Career Plan" (Section 75i Retirement and Social Security Law) at age 55, which improves basic guaranteed retirement allowance (including annuity purchased by members age 60 plan contributions on earnings before April 1, 1960 and which allows persons to retire after 20 or more years of service at the basic guaranteed allowance of 1/50 of final average salary per year of service). The plan in effect from July 1, 1976 for new employees is the state mandated plan.

Section 3:

Effective July 1, 2004, a person wishing to retire may apply unused sick leave credit as additional service credit on a calendar day basis (Sections 33 and 41j Retirement and Social Security Law).

Section 4:

Any employee, who is eligible for membership in the health insurance plan, may become a member of said plan and the insurance premiums of the employee and eligible dependents shall be paid by the school district. Any employee hired after January 1, 1991, shall contribute twelve percent (12%) of the annual premium cost or equivalent for the individual or family coverage or both. The District shall have the right to change the health insurance plan administrator provided that plan benefits are comparable to that provided by SIEBA as of June 30, 1997. The health insurance plan administrator will be Blue Cross, Blue Shield of Central New York effective July 1, 1997. In order to assist the District in cost saving measures in the area of health insurance, the Association agrees that:

- A. Effective July 1, 2004, prescription medications shall carry a co-payment rate following the Three-Tiered Blue Cross/Blue Shield Plan at co-pay rate of \$3.00 for Tier 1 Prescriptions, \$5.00 for Tier 2 Prescriptions and \$20.00 for Tier 3 Prescriptions.
 - 1. Health insurance deductions are to be deducted from 21 pays instead of the current 19.
- B. Support Staff will endeavor to reduce prescription costs by mail order purchases where said prescription will require long-term usage of a medication. The District shall provide sources, current prices, and lists of available medications by mail order to the Support Staff.
- C. Where an employee plans to submit to elective surgery, the District shall have the right to require a second opinion, provided the District pays the cost.
- D. The District shall have the right to require that the plan administrator shall audit all hospital and physician's bills.
- E. The District may establish an employee education program for the purpose of making Support Staff aware of insurance benefits and costs. Said program may include an annual summary of charges incurred by each employee, but individual employee's names will not appear on any summary to be publicized in such a program.
- F. The District and Association agree to comply with all state and federal laws concerning generic drugs.
- G. The parties agree to participate with a preferred provider for health services for employees covered by this Agreement. Employees so covered shall maintain the right to determine the health services provider of their choice without penalty.
- H. Effective July 1, 1995, the annual major medical deductibles shall be one hundred dollars (\$100.00) for individual coverage and three hundred (\$300.00) for family coverage. Effective July 1, 1996, the annual major medical deductibles shall be one hundred fifty dollars (\$150.00) for individual coverage and three hundred dollars (\$300.00) for family coverage.
- I. The payments and benefits as described in the District's medical benefits plan will be as determined on the basis of the submission of proof that a charge, fee or expense has been incurred. Payment of covered hospital in-patient charges will be made by a two-party check payable to the hospital and the covered person, or parent or guardian

of the covered person, if the covered person is a minor or mentally or physically totally disabled. The payment check will be sent to the individual payee to be endorsed and forwarded to the hospital. Payment of benefits to other service providers may be made directly to the service provider. However, any reimbursement by the plan for a charge, fee or expense paid by an individual will be disbursed to that individual who paid the charge, fee or expense.

- J. Right of reimbursement and assignment of proceeds. The term "third-party" means a person or organization other than the covered person. No benefits shall be paid under any coverage of this plan in respect to any injury or sickness for which a third party may be liable or legally responsible. However, subject to the provisions of this section, the plan will pay such benefits provided that the covered person (or his or her legally authorized parent, guardian, or representative), shall comply with the following conditions.
- i. Prior to payment of any such benefits under this plan, the covered person and the legal representative of the covered person shall agree, in writing, to provide the claims administrator and the fund administrator with written notice whenever a claim is commenced against and/or recovery is received from any third party (or insurer or surety thereof) for damages as a result of the injury or sickness;
 - ii. Prior to the payment of any such benefits under this plan, the covered person and the legal representative of the covered person shall agree, in writing, to reimburse the plan in accordance with this section for any benefits paid by the plan on account of such injury or sickness; and
 - iii. Prior to the payment of any such benefits under this plan, the covered person and the legal representative of the covered person, shall provide, in writing, an assignment of proceeds in favor of the plan in the amount of any benefits paid by the plan on account of any such injury or sickness. Such assignment to be valid against any judgment, settlement, or recovery in any manner received from such third party or such third party's insurer or surety.
 - iv. The conditions herein set forth shall not apply to any benefits payable under Medicare supplementary coverage, not to any amount received by the covered person under any other insurance policy or certificate issued to the covered person or to any dependent of an employee covered hereunder.

The amounts to be recovered by the plan pursuant to the provisions thereof shall not be reduced by any attorney's fee, court costs or other disbursements.

- K. The Binghamton City School District will provide a flexible cafeteria plan pursuant to Internal Revenue Code Section 125 which shall be used for the purpose of payment of the employee's health care premium equivalents, uncovered health care expenses, uncovered dental expenses, child care expenses, optical care and other uncovered medical and/or health expenses, as permitted by regulations of the Internal Revenue Service. It is understood that this flexible spending account/cafeteria plan shall allow the employee to pay these expenses with pre-tax dollars. The initial start up cost of this plan shall be paid by the Binghamton City School District. Any monthly expense or administration fee for belonging to or

participating in said plan shall be paid for by the employee by payroll deduction. This plan shall only be offered so long as it is permitted by the Internal Revenue Code and Internal Revenue Service Regulations.

- L. There shall be established a committee, consisting of members appointed by the Association and members appointed by the District, for the purpose of studying the option of making available managed care for the provision of health care benefits for the members of this Association. The Committee agrees to meet at such times and such places as to permit it to render a report and recommendation to the Board of Education by no later than July 1, 1996. It is further expressly understood and agreed that the committee shall explore the option of managed care for purposes of controlling the costs associated with the health care program offered by the Binghamton City School District.
- M. Participating Provider Option. This plan offers the members a participating provider option. The plan will pay, in full, for certain services of persons who are participating providers and who render service on an in-patient, out-patient setting in the following areas:
 - 1. Surgery.
 - 2. Anesthesia.
 - 3. Well-child care.
 - 4. Radiation chemotherapy.
 - 5. Consultations.
 - 6. Obstetrical care.
 - 7. Surgical assistance.
 - 8. X-rays.
 - 9. Diagnostic tests.
 - 10. In-hospital physician care.
 - 11. In-hospital psychiatric care.

Physician services provided by a non-participating provider are covered under the major medical portion of the plan, subject to the deductible and co-payment.

- N. Exclusion for self-inflicted injury. Charges incurred resulting from self-destruction or self-inflicted injury (if intentional or inflicted while insane) insurrection, participation in a riot or participation in or a consequence of having participated in an illegal act shall be excluded from coverage and the plan shall have no liability therefore.
- O. Exclusion - Driving While Impaired/Intoxicated. Charges which are eligible for reimbursement under any motor vehicle insurance policy, including under any uninsured, underinsured fault or no-fault policies (including expenses which would have otherwise been payable under such a policy, but which are excluded from coverage under that policy due to conduct described under Section 5301(b) of the New York Insurance Law.
- P. Pre-Certification Requirement and Penalty. In order for a covered participant to obtain reimbursement or payment for charges for services and supplies that are medically necessary and are usual, customary and reasonable, and are covered charges eligible for benefits under this plan, a pre-admission certification

and pre-service authorization must be obtained from the plan's case management consultant, which is Corporate Care Management, Inc., 142 Corporate Drive, Binghamton, NY 13904. The telephone number is (607)724-6520 or (800)541-7403. Payment of covered hospital expenses incurred by covered persons who fail to obtain pre-admission certification will be reduced by \$100.00 of the amount of the covered hospital expense that the plan would otherwise pay.

- Q. Inpatient admissions for alcoholism and substance abuse shall be limited to two continuous periods of confinement as a lifetime maximum.
- R. Inpatient mental illness and nervous disorder care shall be covered under major medical.
- S. There shall be a lifetime infertility benefit limit of \$10,000.00 per covered participant.
- T. For equipment or supplies costing \$100.00 or more, benefits must be pre-certified by the plaintiff's case management agency in order to be covered at 80%. If not certified, coverage would be limited to 50%. Charges would continue to be subject to the plan's major medical deductible.

Section 5:

The non-contributory SIEBA Dental Plan in effect in 1980-82 shall continue to be provided by the School district for the employee and eligible dependents. This plan will be reviewed annually.

Section 6:

In the event that both husband and wife are employees of the District either one may be provided employee or dependent insurance coverage's paid by the School District (per sections 4 and 5). The other one may also have employee and dependent coverage's, as provided in Sections 4 and 5 with such employee paying \$15.00 per paycheck of the cost for such coverage in addition to the twelve percent (12%) contribution for any employee hired after January 1, 1991. The employee may continue to have only employee coverage up through January 1, 1991, at no cost to the employee.

Section 7:

A retirement incentive will be offered as follows:

- A. All employees who meet the requirements below shall be eligible for a retirement incentive calculated by multiplying the number of accumulated personal illness days available on the day of retirement times the employee's daily rate, not to exceed a total of \$8,000. The employee shall have the option of receiving a lump sum retirement incentive payment or the employee may use said retirement incentive to pay the employee's share of the health care premium equivalent until said retirement incentive is exhausted. Thereafter, the payment of the employee's share of the premium equivalent for health insurance shall be the responsibility of the employee.

It is further agreed that in the event of the death of the retired employee, that any credit remaining in the employee's account for a portion of the retirement incentive utilized for health care premium equivalent that the balance may, consistent with law, be transferred or bequeathed to the spouse or other eligible family member of the

retired/deceased employee. The heir of the deceased employee shall have the same rights and entitlement as the employee but must be eligible for coverage within the plan. Whatever balance remains may then be used by the eligible person to continue health insurance benefits in accordance with the terms of this agreement.

B. To be eligible for the incentive plan, an employee must be:

1. Age 55 or older;
2. The employee shall have been employed no less than then (10) consecutive years in the Binghamton City School District. Consecutive shall be defined as having no more than a break in employment of one (1) year. A ny break of more than one (1) year in service will not count as service time;

C. Any employee interested in applying for the retirement incentive and who intends to retire during the 2004-2007 school years must apply between the dates of March 1, and April 30, of the current school year. Applications filed after midnight, April 30, of current school year will not be honored. The employee must retire by June 30, of current school year. It is further understood and agreed that a letter requesting retirement and an incentive pursuant to the provisions of this Collective Bargaining Agreement shall become irrevocable, by a agreement between the parties, sixty (60) days prior to the effective date of that employee's retirement. T hat thereafter the employee's retirement shall be deemed accepted and the employee may not thereafter withdraw his/her letter of retirement. The letter of retirement shall thereafter become effective pursuant to the terms of the letter as approved.

D. It is expressly understood and agreed that the retirement incentive shall not be offered during the school year July 1, 2008 through June 30, 2009.

ARTICLE 10 - Employment Security

Section 1:

All employees in the non-competitive or labor class, including Cafeteria workers shall be afforded the full protection of Section 75 of the State Civil Service Law as it relates to suspension, emotion, discharge or formal reprimand, after five (5) years of continuous service measured from the date of last entry into District service.

ARTICLE 11 - Longevity & Increments

Section 1:

Each employee shall be entitled to one (1) annual increment up to the maximum of the grade for his/her position.

Section 2:

There shall be in effect until changed, the following longevity plan for full time employees.

After ten (10) years of continuous service, add one (1) increment in accordance with job classification. (To be the same as the regular increments.)

After fifteen (15) years of continuous service, add one (1) increment in accordance with job classification. (To be the same as the regular increments.)

After twenty (20) years of continuous service, add one increment in accordance with job classification. (To be the same as the regular increments.)

Section 3:

Each provisional employee shall receive longevity increments on July 1, following an anniversary date of employment and the increments of ten-month clerks shall be prorated.

Section 4:

It has been the policy of the District to advance a new employee from base salary to Step 1 on the increment schedule only after completion of either a full 12 or 10 months of service within a District fiscal year. Hereafter a 12-month employee completing six months or more of continuous service and a 10-month employee completing five months or more of continuous service during the fiscal year in which said employee was hired shall advance from salary base to Step 1 on the July 1 of the next fiscal year of the District. A 12-month employee completing six months or more of continuous service shall be interpreted that if a 12-month employee starts working on the first workday in January that that person shall be entitled to the benefits under this section of the contract. Any employee starting work any day after the first workday in January is not entitled to these benefits. An employee who qualifies for advancement from base salary to Step 1 by reason of six months' or five months' service in the first year of employment as aforesaid shall have such six or five-month period counted as a year's service in determining eligibility for the ten or fifteen year continuous service longevity increment and for vacation granted after 7 and 15 years of continuous service, or vacation granted pursuant to Article 7, Section 1.

Section 5:

A committee will be formed consisting of representatives from the District and CSEA to review the longevity and increment schedule. This committee must report their findings by May 31, 2005.

ARTICLE 12 - Pay Schedule

Section 1:

Cafeteria Workers

- A. Cook Managers and Assistant Cook Managers who were on staff in the previous school year and return shall receive an increase in salary of 3.5% for each school year of July 1, 2004 – June 30, 2009 contract.
- B. Food Service Helpers who were on staff in the previous school year and return shall receive an increase in salary of 3.5% for each school year of July 1, 2004 – June 30, 2009 contract. Less than full-time Food Service Helpers' salaries shall be pro-rated. Food Service Helpers shall receive an annual increment where applicable.

Cafeteria workers shall be paid at least minimum wage in accordance with the following schedule:

	<u>2004 - 2009</u>
Cook Manager	\$60.70
Assistant Cook Manager	53.50
Food Service Helper	6.60

Food Service Helpers Increment:

2nd Year	.05	.05
3rd Year	.05	.05
4th Year	.05	.05
5th Year	.10	.10
6th Year	.10	.10

Hourly rated employees shall receive an additional 10 cents per hour after 10, 15 and 20 years of consecutive service.

- B. The cafeteria workers shall be entitled to all benefits of Article 7, Article 9, Sections 2, 3, 4, 5 and 6, Article 9 and 10, excluding Article 7, Section 1 and 3, except that Cook Managers and Central Operators Cook Managers shall receive vacation prorated as ten-month employees. the District. After one year of service the Assistant Cook Managers shall receive five (5) days of vacation, after seven (7) years' of service nine and a half (9 ½) days and upon fifteen (15) years of service, a Assistant Cook Manger shall be entitled to take fourteen (14)days of vacation. Vacation of the Cook Managers, Central Operators Cook Managers and Assistant Cook Managers are to be taken when the cafeterias are open if permitted, at the discretion of District. There will be in effect until changed, the following plan for cafeteria managers and assistant cook managers.

After five (5) years of continuous service, add one (1) increment of \$125.00.

After ten (10) years of continuous service, add (1) increment of \$125.00.

After fifteen (15) years of continuous service, add one (1) increment of \$125.00.

After twenty (20) years of continuous service, add one (1) increment of \$125.00.

- D. Cafeteria workers shall be entitled to sick leave in proportion to that number of hours worked bears to an eight-hour day and shall be allowed to accumulate sick leave days without limitations being imposed in accordance with the following schedule:

7-8 hour worker - 1 day every month worked

6-6.5 hour worker - 2 days every three (3) months worked

4-5.5 hour worker - 1 day every two (2) months worked

- E. Cafeteria employees will have the following paid holidays:

One day before New Year's, New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Columbus Day, Veterans' Day, Thanksgiving Day, one day before Christmas and Christmas Day. A paid holiday falling on Saturday or Sunday will be paid. If Cafeteria employees are required to work when school is closed due to an emergency, an extra day's compensation shall be paid for such work and if an employee is not required to work by reason of the emergency closing during what would be such employee's regularly work day, such employee will not suffer the loss of his or her normal wages for such day. The foregoing being in accordance with the past payment practices of the District. If a cafeteria worker is called back outside the time of his or her normally scheduled work day, such employee shall be paid time and one-half for the time actually worked outside of the normal work schedule.

- F. In the event of an absence for three days of a cafeteria employee and it is intended that the position of the absent employee continue to be staffed, a temporary substitute will be assigned to the position. A list of temporary substitutes will be established and the substitutes will be called by the cafeteria director from the list or otherwise

whenever practicable. The District will employ, when possible, two cafeteria workers as floaters to cover for absenteeism.

- G. Cafeteria managers will be reimbursed at the rate established by the IRS Guidelines for the daily one-way trip to the bank actually taken in the employee's vehicle.

Section 2:

Other Employees

Twelve month clerical, custodial and maintenance employees who were on staff in the previous school year and return shall receive an increase in salary of 3.5% each school year of the July 1, 2004 – July 2009 contract.

A Head Custodian who was on staff in the previous school year and returns is eligible to receive an additional \$150.00 in addition to the general wage increase referred to above for 12-month custodial employees as long as this provision is in the Collective Bargaining Agreement. The \$150 Head Custodian adjustment is added to the base salary. If a Head Custodian either voluntarily or involuntarily is demoted, his or her salary will be adjusted by either placing the person at the base salary for the demotion position or making a five percent (5) decrease in salary, whichever has the least monetary effect on the person.

A Senior Custodian who was on staff in the previous school year and returns is eligible to receive an additional \$100.00 in addition to the general wage increase referred to above for 12-month custodial employees as long as this provision is in the Collective Bargaining Agreement. The \$100 Senior Custodian adjustment is added to the base salary. If a Senior Custodian either voluntarily or involuntarily is demoted, his or her salary will be adjusted by either placing the person at the base salary for the demotion position or making a five percent (5) decrease in salary, whichever has the least monetary effect on the person.

Ten month clerical employees who were on staff in the previous school year and return shall receive an increase in salary of 3.5% for each school year of the July 1, 2004 – June 30, 2009 contract..

The employee shall receive a dollar equivalent of an annual increment for their respective categories, as applicable.

Section 3 – Clerical, Custodial, Maintenance Workers

12-Month Positions	2004-2009		2004-2009
Stenographer	\$ 19,859	Account Clerk	\$ 15,802
With 12 annual increments of \$265		With 12 annual increments of \$221	
Senior Stenographer	\$ 20,372	Account Clerk Typist	\$ 16,315
With 12 annual increments of \$265		With 12 annual increments of \$221	
Typist	\$ 18,450	Clerk	\$ 15,119
With 12 annual increments of \$265		With 12 increments of \$178	
Senior Account Clerk-Typist	\$ 20,372	Recreational Attendant	\$ 14,196
With 12 annual increments of \$214		With 12 annual increments of \$158	
Account Clerk-Typist	\$ 19,578	Laundry Worker	\$ 14,196
With 12 annual increments of \$214		With 12 annual increments of \$158	
Account Clerk	\$ 19,065	Educational Facilities 12-Month Positions	2004-2009
With 12 annual increments of \$214		Custodian	\$ 19,270
Magnetic Tape Operator	\$ 20,090	With 12 annual increments of \$252	
With 12 annual increments of \$265		Senior Custodian	\$ 20,295
Microfilm Operator	\$ 18,348	With 9 annual increments of \$252	
With 12 annual increments of \$265		Head Custodian	\$ 21,781
Print Shop Clerk	\$ 18,553	With 9 annual increments of \$252	
With 12 annual increments of \$265		Building Maintenance – mechanic, carpenters electrician, mason, plumbers, form fitters	\$ 22,038
Graphic Designer/Print Shop Machine Operator	\$ 23,268	Paint foremen, painter	
With 12 annual increments of \$265		With 9 annual increments of \$252	
Payroll Clerk	\$ 19,065	Senior Maintenance Mechanic	\$ 26,650
With 12 annual increments of \$214		With 9 annual increments of \$252	
Receptionist	\$ 18,143	Maintenance Supervisor	\$ 28,188
With 12 annual increments of \$214		With 9 annual increments of \$252	
Micro Computer Operator	\$ 18,963	Cleaners	\$ 17,733
With 12 annual increments of \$265		With 9 annual increments of \$252	
Senior Typist	\$ 18,963	Groundskeeper	\$ 18,450
With 12 annual increments of \$265		With 9 annual increments of \$252	
Clerk	\$ 18,143	Labor	\$ 19,270
With 12 annual increments of \$214		With 9 annual increments of \$252	
Labor Relations Specialist	\$ 26,650	HVAC Mechanic	\$ 22,550
With 12 annual increments of \$265		With 9 annual increments of \$252	
10-Month Positions		Stores Clerk	\$ 23,944
Typist	\$ 15,375	With 12 annual increments of \$265	
With 12 annual increments of \$221		Assistant Stores Helper	\$ 21,976
Stenographer	\$ 16,978	With 12 annual increments of \$265	
With 12 annual increments of \$221		School Vehicle Operator	\$ 21,430
		With 12 annual increments of \$265	

Section 4:

For personnel assigned to the second and third shift, the work day shall be eight hours which shall include a one-half hour paid lunch period. The time for the lunch period shall be designated by the person in charge. In addition, there shall be paid an annual shift differential of \$275.00 for second shift and \$325.00 for third shift. Custodians and cleaners working the summer months of July and August shall be paid the second shift differential pro-rated to \$22.50 per month..

ARTICLE 13 - Grievances

Section 1:

A. Definitions

- (1) Employer - Board of Education, Binghamton City School District,
- (2) Employee - Any person covered by this collective bargaining agreement.
- (3) Employee's Representative - Any person selected by an employee to represent him/her in formal grievance procedures.
- (4) Grievance - A complaint by employee that there has been as to him or her a violation or misinterpretation of this Agreement or a complaint by the Association that there has been a violation or misinterpretation of this agreement affecting a covered employee or employees.

B. Procedures

- (1) Informal - Stage 1: The employee shall present his or her grievance to his or her immediate supervisor, having district wide responsibility, either directly or through the employee's representative. If the grievance is not resolved at Stage I within a period of five (5) work days after presentation informally, the employee may initiate action to implement Stage II.
- (2) Formal - Stage II: The employee may initiate Stage II by filing with the Superintendent of Schools within two school days after the lapse of the five days for informal resolution a written statement of grievance. The statement shall contain a clear, concise statement of the alleged violation or misinterpretation, the section of the contract relied upon and the redress to which the employee believes entitled. The Superintendent shall within three school days after the receipt of the formal grievance convene a formal hearing at which time evidence may be presented to the Superintendent or a hearing officer designated by the Superintendent. A decision shall be rendered within three school days after the hearing. If the grievance is not resolved at Stage II, the employee may within three school days after a decision at Stage II initiate Stage III.
- (3) Formal - Stage III: The employee shall present the grievance to the Board of Education by filing with the Clerk of the Board a written statement of initiation of Stage III to which shall be attached the statement of grievance presented at Stage II. The Board of Education shall within seven school days after receipt of the statement initiating Stage III convene a formal hearing at which time evidence may be presented to the Board or a member or members of the Board designated hearing officer. A written decision will be rendered within seven school days after the aforementioned hearing. If the grievance is not resolved at Stage III, the Association may within 10 school days after receipt of the decision of Stage III, initiate Stage IV.
- (4) Formal - Stage IV: The Association shall submit a demand for arbitration to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association. The arbitrator shall

have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding upon all parties. The cost for the services of the arbitrator, including expenses, if any, will be borne equally by the School District and the Association.

C. Miscellaneous

- (1) No grievance shall be entertained pursuant to the aforesaid provisions unless the grievance is presented at Stage I within 15 calendar days after the occurrence of the alleged violation or misinterpretation.

ARTICLE 14 - Separability

Section 1:

In the event that any provision of this agreement shall be determined by a court of competent jurisdiction to be unconstitutional or illegal it shall be null and void and unenforceable. Such decision shall not affect any of the other provisions of this agreement which shall continue in full force and effect.

ARTICLE 15 – Diminution

Section 1:

No article or section of this contract shall be construed to be in any way whatever a diminution of any existing benefits for any employees.

ARTICLE 16 - Implementation - 204a Civil Service Law

Pursuant to and in accordance with the provision of Section 204-a of the Civil Service Law,
"IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

ARTICLE 17 - Copies of Contract

The School district will supply each non-teaching employee with a copy of this contract at no cost to the employee.

ARTICLE 18 - Effective Date

This agreement shall become effective July 1, 2004 and shall terminate at the close of business June 30, 2009.

THE CITY SCHOOL DISTRICT OF THE
CITY OF BINGHAMTON, NEW YORK

By Peggy Wozniak
Peggy Wozniak, Ed.D
Superintendent of Schools

CSEA BINGHAMTON CITY SCHOOL DISTRICT
UNIT 615700

By Theresa Palmer
Theresa Palmer
President

Civil Service Employees Association, Inc.
Local 1000 AFSCME, AFL-CIO

By JoAnn Mastronardi
JoAnn Mastronardi, Labor Relations Specialist

CSEA NEGOTIATION TEAM

Deborah Denney
David Diller
Sandy Cecelin
Sandra Ferrante
JoAnn Mastronardi
Daniel Miller
Dorothy Murray
Theresa Palmer
Jon Strobe
Candy Weidow

DISTRICT NEGOTIATION TEAM

Peggy Wozniak
Mary Cahill
Pamula McKedy
Steven Deinhardt
Michael Melamed

APPENDIX

February 25, 1970

RECOGNITION OF C.S.E.A. AS NEGOTIATING UNIT

A RESOLUTION DEFINING THE NON-TEACHING EMPLOYEES OF THE BINGHAMTON CITY SCHOOL DISTRICT AS AN APPROPRIATE EMPLOYER-EMPLOYEE NEGOTIATING UNIT, AND RECOGNIZING THE BINGHAMTON CITY SCHOOL DISTRICT UNIT OF THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC. FOR THE PURPOSE OF NEGOTIATING COLLECTIVELY IN THE DETERMINATION OF, AND ADMINISTRATION OF GRIEVANCES ARISING UNDER, THE TERMS AND CONDITIONS OF EMPLOYMENT OF THE NON-TEACHING EMPLOYEES OF THE BINGHAMTON CITY SCHOOL DISTRICT

Resolution by Mr. Wilson and seconded by Mr. Stearns:

WHEREAS, the Binghamton City School District Unit of the Civil Service Employees Association, Inc. (referred to hereinafter as the Organization) has requested that it be recognized by the City School District of the City of Binghamton, New York (referred to hereinafter as the School District) as the sole bargaining agent for the non-teaching employees of the School District; and

WHEREAS, the Board of Education of the City School District of the City of Binghamton, New York, has received a letter dated June 26, 1969, from the Organization concerning recognition as negotiating unit, a copy of which said letter is attached hereto, marked Exhibit A and made a part hereof; and

WHEREAS, the Board of Education of the School District finds and determines that the Organization represents that group of School District employees it claims to represent; and

WHEREAS, the Board of Education of the School District finds and determines that sufficient facts exist to authorize its making the aforementioned unit determination and the aforementioned recognition on behalf of the School District

NOW THEREFORE, the Board of Education of the City School District of the City of Binghamton, New York, duly convened in regular session, does hereby **RESOLVE** as follows:

Section 1:

The School District hereby defines the School District non-teaching employees as an appropriate employer-employee negotiating unit. As used herein the term "School District non-teaching employees" shall include the following School District employees:

I. Maintenance Employees

All custodians, custodian bus drivers, motor equipment operators, night cleaning staff, matrons, carpenters, firemen, painters, building, maintenance mechanics, grounds men, electricians, and custodial attendants.

II. Clerical Employees

All stenographers, typists, account clerk-typists, and assistant purchasing agents.

III. Food Service Employees

Managers, assistant managers, cooks, and helpers.

Section 2:

The School District hereby finds and determines that the Organization represents that group of school district employees it claims to represent.

Section 3:

Pursuant to and in accordance with the provision of Section 204 of the Civil Service law, the City School District of the City of Binghamton hereby recognizes the Organization for the purpose of negotiating collectively in the determination of, and administration of grievance arising under, the terms and conditions of employment of the non-teaching employees of the School District. The Organization shall have exclusive representation rights for all employees in the aforementioned negotiating unit. The aforementioned recognition shall be effective until the next succeeding School District Budget submission date and, thereafter, for an additional period of either twelve months, or, if the School District and the Organization so agree, not less than twelve months, nor more than twenty-four months which period shall commence one hundred and twenty days prior to such next succeeding School district budget submission date.

Section 4:

The District Clerk of the School District be and she hereby is authorized, empowered, and directed to publish and transmit appropriate notice of the aforementioned recognition as required by the provisions of Section 2013 of the Rules of Procedure of the Public Employment Relations Board.

